Customer Name:
Customer Number:
PERSONAL GUARANTY
THIS UNLIMITED GUARANTY is made to be effective as of by
Guarantor acknowledges and agrees that Lessor / Owner has entered into and may hereafter enter into various financing arrangements with including without limitation that certain Lease dated (collectively, the "Financing Agreements"). Guarantor hereby unconditionally guarantees to Lessor / Owner the (a) full and prompt payment of Lessee's / Customer's indebtedness or balance of indebtedness, liability or obligation to Lessor / Owner under the terms of the Financing Agreements, whether such indebtedness now exists or is incurred hereafter, and (b) the full and prompt performance of Lessee' / Customer's obligations under the terms of the Financing Agreements. This Guaranty is an unconditional guarantee of payment and performance. Lessor / Owner may enforce the terms of this Guaranty even if the Financing Agreements or any one of them are deemed to be invalid or unenforceable and without first proceeding against Lessee / Customer or any collateral pledged to secure any Financing Agreement.
If Customer is in default of the terms of any Financing Agreement, Lessor / Owner will have the right, at its option, to proceed against Guarantor at any time, without any notice and without any proceeding or action against Lessee / Customer. Guarantor agrees to be bound by and on demand to pay any deficiency established by a sale of any applicable collateral, with or without notice to Guarantor, and to pay all reasonable attorney's fees and other expenses incurred by Lessor / Owner by reason of any default by Lessee / Customer. Guarantor waives notice of acceptance of the Guaranty and all notices of default by Lessee / Customer. Guarantor consents to any (1) extension or extensions of the time or times of payment of the indebtedness by Lessee / Customer, or any portion thereof, (2) change in the form of such indebtedness, (3) compromise or settlement of any obligations of Lessee / Customer, or (4) release of any rights against Lessee / Customer or any other party at any time directly or contingently liable for the payment of Lessee's / Customer's obligations under any Financing Agreement.
This Guaranty will bind Guarantor's successors and assigns. Guarantor will not be released or discharged, either in whole or in part by Lessor's / Owner's failure or delay to perfect or continue the perfection of any security interest in any collateral or to protect such collateral. No payment by Guarantor will entitle Guarantor, by subrogation or otherwise, to any payment by Lessee / Customer hereunder or out of Lessor's / Owner's collateral. The Guarantor hereby further represents that there is no separate understanding or representation between Lessor / Owner and Guarantor, oral or otherwise except as expressly set forth in this Guaranty.
This Guaranty shall be governed by the laws of the State of Iowa GUARANTOR AND LESSOR / OWNER, BY ITS ACCEPTANCE OF THIS GUARANTY, WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY.
Dva
By: Name:
Address:
Date: